

1 regarding questions that we submitted to Alee to then submit  
2 to the partnership regarding questions that were referred to  
3 you?

4 A I am not -- I am not following.

5 Q Okay. Let me rephrase that.

6 Did anyone approach you regarding questions  
7 regarding whether you had ever been convicted of any --

8 A That's where I was going. Yes.

9 Q Okay. Okay, and who approached you?

10 A That was the executive board.

11 Q Okay. Who on the executive board?

12 A That would be Becky Jo Clark.

13 Q Okay.

14 A Terry Jones, and Bob Bernstein.

15 Q Do you remember who specifically?

16 A I believe it was Becky Jo Clark.

17 Q And when was this, if you can call?

18 A Oh, within -- specifically, I don't know, but it  
19 was -- I don't recall.

20 Q Okay.

21 A Sorry.

22 JUDGE STEINBERG: Was it last year?

23 THE WITNESS: This year. I mean, I can -- it  
24 probably --

25 JUDGE STEINBERG: Spring, summer, fall?

1 THE WITNESS: I'm sorry.

2 BY MR. DE JESUS:

3 Q Okay, what was the nature of the communication?  
4 How were you approached regarding this, this issue?

5 A It was in a memo from, and it was several  
6 questions, some of which were have you ever been convicted  
7 of a felony, are you a citizen. And if there were any  
8 others, I don't recall.

9 Q Okay. And you said it was in memo form. Now what  
10 did you do when you received it?

11 A I completed it, signed it, dated it, and sent it  
12 back to Becky Jo Clark.

13 Q Okay. Does that refresh your memory as to when it  
14 was?

15 A No.

16 Q Now, you testified earlier that it's your opinion  
17 that you don't believe that Alee did anything wrong.

18 A I don't believe that we did anything intentionally  
19 wrong.

20 Q Okay. Now, I had earlier read to you --

21 JUDGE STEINBERG: Let me just stop you here. We  
22 were referring to page 3, lines 5 through 11?

23 THE WITNESS: Yes.

24 JUDGE STEINBERG: Okay. If the Commission said  
25 that they believed that Alee did something intentionally

1 wrong, you would disagree with that?

2 THE WITNESS: Yes.

3 JUDGE STEINBERG: And you disagreed with it at the  
4 time that they said it?

5 THE WITNESS: Yes.

6 JUDGE STEINBERG: And you disagree with it today?

7 THE WITNESS: Yes.

8 BY MR. DE JESUS:

9 Q And you --

10 A Excuse me. Intentionally wrong.

11 JUDGE STEINBERG: Right.

12 THE WITNESS: That's the key here, intentionally  
13 wrong.

14 BY MR. DE JESUS:

15 Q But you understand the circumstances under which  
16 the Commission arrived at its decision --

17 A Yes.

18 Q -- that something intentionally wrong was done?

19 A I'm sorry. Would you say that again?

20 Q You understand the circumstances under which the  
21 Commission arrived at its conclusion, correct?

22 A I have -- yes.

23 Q Did you read the opinion when it came out?

24 A Yes.

25 Q Okay. Now, can you describe for us who currently,

1 the management, the management agreement that currently  
2 exists with Altell? Are you aware of the management  
3 agreement?

4 A I am aware of it, yes.

5 Q Okay. What is the nature **of** your understanding  
6 regarding that management agreement?

7 A My understanding is that Altell manages our  
8 equipment and maintenance, et cetera, and we are then billed  
9 for their services.

10 Q Okay. Did you have occasion to look at the  
11 management agreement at any point?

12 A I don't recall.

13 Q Okay. Are you aware of the five percent option in  
14 the management agreement?

15 A That's --

16 JUDGE STEINBERG: Let me just stop you. That's a  
17 mischaracterization of the management agreement.

18 MR. DE JESUS: Okay.

19 JUDGE STEINBERG: And I think you may want to  
20 rephrase that.

21 MR. DE JESUS: Okay.

22 **BY** MR. DE JESUS:

23 Q With reference to the -- what is it you understand  
24 with regards to the management agreement? What are the  
25 responsibilities of the respective parties?

1           A     You know what, I am -- may not have a complete  
2 enough grasp of the specifics to answer that honestly.

3           Q     Had you ever seen the management agreement before?

4           A     I don't recall.

5           Q     Okay. Now, are you aware of the fact that the  
6 management agreement was entered into after Allan Kane and  
7 Mr. Franklin were dismissed?

8           A     Was it -- I can't completely confirm the time  
9 line.

10                 Would you ask me that again, please? I'm sorry

11          Q     Okay. Let me just rephrase the question.

12          A     Okay.

13          Q     Who negotiated the management agreement?

14          A     Oh, okay. Yeah, that would be our executive  
15 committee.

16          Q     Okay.

17          A     So it was after.

18          Q     Okay, so the executive committee started playing  
19 an active role after Mr. Kane and **Mr.** Franklin were  
20 dismissed; is that correct?

21          A     Yes, sir.

22          Q     Now when the management agreement was first  
23 negotiated in January of 1990 --

24                 **MR. HILL:** I think you have misspoken again.

25                 **JUDGE STEINBERG:** Well, let's pick the date as

1 November 19, 19 something.

2 MR. DE JESUS: Yes, November 19, 1990. I  
3 apologize.

4 JUDGE STEINBERG: My sister's birthday is two days  
5 later.

6 BY MR. DE JESUS:

7 Q When the management agreement was negotiated as of  
8 November 1990, did you have occasion -- as a partner did you  
9 have occasion to sit down with the executive committee that  
10 keeps you informed and has done such a great job keeping you  
11 informed --

12 JUDGE STEINBERG: Let's leave the sarcasm out.

13 MR. DE JESUS: Okay.

14 BY MR. DE JESUS:

15 Q Did you have occasion to then discuss with the  
16 executive committee the nature of the management agreement?

17 A The nature. No.

18 Q Okay. You just -- you didn't take any role at all  
19 in getting your consent to the management agreement?

20 A Ask me that again. I'm sorry. I didn't take any?

21 Q Okay.

22 JUDGE STEINBERG: Why don't you ask if he  
23 consented first, and then if he didn't or did, what his role  
24 was.

25 BY MR. DE JESUS:

1 Q Did you consent to the management agreement  
2 between Alee and at the time it would have been Metro  
3 Mobile?

4 A Metro Mobile. Yes, I was asked for a vote of  
5 approval, and I approved it

6 Q Okay. **So** you were asked for a vote of approval on  
7 the management agreement, correct?

8 A Yes.

9 Q And did you have occasion to review the management  
10 agreement since you were going to make a decision on it?

11 A I don't -- I don't recall. It -- I don't recall.

12 Q Okay. Now, let me just take you back a little  
13 bit. You had problems with Mr. Franklin. You had problems  
14 with --

15 JUDGE STEINBERG: Let's get the answers.

16 BY MR. DE JESUS:

17 Q **Is** that correct?

18 A Yes.

19 Q You had a problem with Mr. Franklin, and you had a  
20 problem with Mr. Kane, correct?

21 A Yes.

22 Q Okay. And part of that problem is they haven't  
23 been forthright with you and with Alee; isn't that true?

24 A That would be true, yes.

25 Q Okay. Now based on that you are at this point at

1 a higher level of alert, aren't you?

2 A Higher level of alert?

- 3 Q Yes. You are a little bit more skeptical about  
4 what people are telling you; isn't that true?

5 A Not necessarily.

6 Q Okay. How much money do you have -- at this  
7 point, at the time of the management agreement, how much  
8 money did you have invested in Alee?

9 A My original \$10,000.

10 Q Okay. **So** obviously you don't want to lose that  
11 **\$10,000**, correct?

12 A Safe assumption.

13 Q Okay. And it's also safe to assume that unless  
14 you take a more active role you're going to start losing  
15 some **of** that money; isn't that true?

16 A No, it's not true.

17 Q **So** you just kind of roll the dice. You don't care  
18 what happens to that money?

19 A I didn't say that either.

20 Q Okay. **So** what is your response to the management  
21 agreement when it's presented to you?

22 MR. HILL: It's been asked and answered.

23 **JUDGE STEINBERG:** Well, **I** think it's a little  
- 24 different form. It's overruled.

25 THE WITNESS: Okay. Say that again, please?



1 BY MR. DE JESUS:

2 Q What's your response -- you have now been handed a  
- 3 management agreement by the executive committee. You are  
4 looking at the management agreement, I assume, correct?

5 A Well, that I can't recall if I saw the actual  
6 agreement. I don't recall.

7 Q Okay. I show you what's been marked for  
8 identification purposes as Exhibit 16, and ask you if you  
9 can identify what this is, please?

10 JUDGE STEINBERG: And take your time.

11 MR. DE JESUS: Permission to approach the witness?

12 JUDGE STEINBERG: Yes, you don't have to ask  
13 unless the witness wants me to. If the witness is scare of  
14 you, then I'll -- **off** the record.

15 (Discussion held off the record.)

16 JUDGE STEINBERG: Back on the record.

17 Okay, Mr. Di Costanzo has reviewed the management  
18 agreement; is that correct?

19 THE WITNESS: Yes, I have.

20 JUDGE STEINBERG: Do you recall seeing that before  
21 today?

22 THE WITNESS: I couldn't say definitely under  
23 oath. I just --

24 JUDGE STEINBERG: You don't remember?

25 THE WITNESS: I just don't recall.

1 JUDGE STEINBERG: Okay.

2 THE WITNESS: I'm sorry.

3 BY MR. DE JESUS:

4 Q Do you recall whether there was a five percent  
5 equity option that Metro Mobile had in reference to its  
6 relationship to Alee? Do you recall anything like that,  
7 sir?

8 A I recall something to that extent, but it was --  
9 it was subject to FCC approval.

10 Q Okay. And as far as you know, is that option  
11 still effective?

12 A No, it isn't.

13 Q Okay. Why do you think it's no longer effective,  
14 sir?

15 A Because we are now with our third managing  
16 company, Altell.

17 Q Okay. You mentioned the third managing company,  
18 Altell. Who was the second managing company?

19 A Bell Atlantic.

20 Q Now, when you went into a relationship with Bell  
21 Atlantic, was a new management agreement created?

22 A I don't recall.

23 Q Okay. So as far as you know, there is no  
24 management agreement at all between Alee and Bell Atlantic,  
25 and no management agreement between Alee and Altell?

1 A You know what, I don't know.

2 Q Okay. Now, sir, what is your current interest,  
3 partnership interest percentage-wise in Alee?

4 A Just over four percent.

5 Q Four percent.

6 A 4.203 or something like that.

7 Q And is that what it was originally?

8 A No, sir. It was originally four percent.

9 Q Four percent.

10 A Yes.

11 Q And what happened that your interest increased?

12 A As other partners failed to make capital calls, I  
13 opted to make additional or increase capital calls to make  
14 up the shortfall.

15 Q Okay. And generally, how would this be  
16 communicated to you, a capital call? Who would communicate  
17 the capital call to you?

18 A Terry Jones.

19 Q Okay. And how was that done? By phone? By?

20 A Certified mail.

21 Q Certified mail.

22 And you in turn responded in certified mail?

23 A I don't think so.

24 Q Okay, how did you respond?

25 A By mail.

1 Q And did you enclose a check?

2 A Oh, yeah.

3 Q Now, based on your understanding, who is now  
4 currently managing the site in New Mexico?

5 A I'm sorry?

6 Q Who is currently operating the site in New Mexico?  
7 Who operates the cellular system in New Mexico?

8 A Oh, Altell.

9 Q Altell.

10 And what is it they do?

11 A They manage our -- the maintenance of equipment.  
12 They are responsible for day-to-day physical operation,  
13 making sure that all of our hardware is operational, the  
14 software is operational. I would imagine billing and  
15 accounts and management --

16 Q And are you aware **of** their customer base?

17 A Their customer base?

18 Q Or your customer base.

19 A Our -- we don't actually have a customer base in  
20 that area.

21 Q Okay. Now, what's the nature of your relationship  
22 with Altell? **You** have described a series of relationships.  
23 Is that reduced anywhere to paper as far as you know?

24 A I couldn't tell.

25 Q Contract?

1 A I don't know.

2 Q Now if someone has -- let's say if someone has a  
3 dispute with the way service is being provided in New  
4 Mexico, do they contact you?

5 JUDGE STEINBERG: A dispute or a complaint or  
6 both?

7 BY MR. DE JESUS:

8 Q A dispute, a complaint, who do they contact?

9 A I would guess Altell.

10 Q Altell.

11 And do you know if there have been any complaints  
12 as far as you know over the last five years?

13 A As far as I know, no.

14 Q No. Okay.

15 Do you have any way of monitoring that,  
16 determining whether there have been complaints?

17 A If there are any, I am not aware.

18 Q Okay. Now, who owns the property, the cellular  
19 transmitters?

20 A Who owns the property?

21 Q Yes. Who would own the hardware?

22 A There **is** some equipment that we own and some that  
23 we lease.

24 Q Okay. And with reference to real property where  
25 you have the transmitter sites, who owns or do you own all

1 the sites or do you lease?

2 A No. We own, I believe it's four out of eight.

3 Q Okay. And do you have access to those sites?

4 A Me personally, no.

5 Q Well, does Alee have access to those sites?

6 A I don't understand the question, does Alee have  
7 access to the sites.

8 Q Okay. You have a transmitter site.

9 A Yeah.

10 Q Is there a fence around the transmitter site?

11 A I have never been there, but I would guess that,  
12 yes, there is, or there are.

13 Q Okay. Would you know --

14 JUDGE STEINBERG: Okay, you have never been there  
15 so you don't know. I don't want you guessing.

16 THE WITNESS: No, I do not know.

17 BY MR. DE JESUS:

18 Q Oh, so you don't -- okay.

19 A I have never been there.

20 A Sorry.

21 JUDGE STEINBERG: Don't be sorry. Just answer  
22 like you're answering, to the best of your knowledge.

23 MR. DE JESUS: Bear with me.

24 (Pause.)

25 BY MR. DE JESUS:

1 Q Now, earlier you said that you were aware of a  
2 five percent option agreement that Alee had entered into  
- with Metro Mobile?

4 A Yes.

5 Q How did you become aware of that option agreement?

6 A It was during a partnership, either a conference  
7 call or a meeting or a meeting in which I was a conference  
8 call attendee.

9 Q Do you know why that option, five percent option  
10 equity agreement wasn't part of the management agreement?

11 A Why it?

12 Q Why it wasn't incorporated by reference in the  
13 management agreement?

14 JUDGE **STEINBERG:** There is a foundation problem  
15 with that. You haven't established that it wasn't part of  
16 the management agreement and that the witness knows it if it  
17 wasn't before you can ask him whether he's aware of it.

18 BY MR. DE JESUS:

19 Q Sir, you have had occasion to look at the  
20 management agreement. **Is** there anything there at all that  
21 indicates that there is a five percent interest that would  
22 go to Metro Mobile?

23 A Based on my quick perusal, I didn't see anything  
24 of that nature.

25 Q Okay.

1 JUDGE STEINBERG: no, we don't want the witness to  
2 look at it again. I mean, I don't think that's an area  
3 that's going to be in dispute. If you -- why don't you put  
4 the option agreement in front of the witness.

5 MR. DE JESUS: Okay.

6 JUDGE STEINBERG: And see if he's familiar with  
7 that one. I mean, if something is going to be a matter of  
8 dispute, that's one thing, but this isn't.

9 BY MR. DE JESUS:

10 Q I show you what's been marked as EB Exhibit 17 for  
11 identification. I would ask you if you can identify what  
12 that is?

13 JUDGE STEINBERG: Why don't you just look it over  
14 to yourself, read it over yourself. And the question is  
15 going to be have you ever seen this before.

16 THE WITNESS: Okay.

17 JUDGE STEINBERG: That's the first question for  
18 today.

19 THE WITNESS: I could answer that one now. Not to  
20 my recollection.

21 JUDGE STEINBERG: Then why don't you read it over  
22 for content.

23 THE WITNESS: Thank you.

24 (Witness reviews document.)

25 THE WITNESS: I have read enough, I think.



1 BY MR. DE JESUS:

2 Q Okay, now again, does that trigger any memory  
3 regarding the five percent option?

4 A Well, as I said earlier, it's confirmed here as to  
5 what I said earlier, that it would become active after all  
6 applicable approvals have been received the FCC. And I take  
7 that to mean that if and when the FCC granted approval for  
8 us to transfer this equity.

9 Q Okay. Now, again, you testified earlier that you  
10 hadn't seen the management agreement before, correct?

11 A Correct.

12 Q And so you're not aware of the fact that this was  
13 never included in the -- this was excluded from the  
14 management agreement?

15 A Say that --

16 JUDGE STEINBERG: Let's just take it as a  
17 stipulation that this --

18 MR. HILL: We will stipulate that the five percent  
19 option is not in the November 19, '90, management agreement.

20 JUDGE STEINBERG: Okay, it's in a separate  
21 agreement.

22 MR. HILL: Yes.

23 MR. DE JESUS: Okay

24 BY MR. DE JESUS:

25 Q Now, you testified earlier that at this point, I

1 believe, it would be Altell has control of the daily  
2 operations of the cellular site?

- 3 A Yes.

4 Q Okay. Now, who determines and carries out  
5 policies with reference to site amplification or coverage  
6 area?

7 A That would be Alee. Yes, that would be Alee.

8 Q Okay. And how do they do that? I mean, how would  
9 you ordinarily arrive at that decision?

10 MR. HILL: I object **to** the question as being --

11 JUDGE STEINBERG: Okay, the question was who  
12 determines where the sites are and what the coverage is?

13 MR. DE JESUS: Yes.

14 JUDGE STEINBERG: Okay, I think -- I can answer  
15 that but I don't want to. And the witness said Alee does,  
16 and the question was how does Alee do it?

17 THE WITNESS: Yes.

18 JUDGE STEINBERG: If you know.

19 THE WITNESS: I don't know.

20 JUDGE STEINBERG: Okay.

21 THE WITNESS: I mean, I have got an idea, but I  
22 don't want to put forth what I think happens.

23 BY MR. DE JESUS:

- 24 Q Okay. Now, in New Mexico, how hires and fires  
25 employees?

1 MR. HILL: Again, objection. Whose employees?

2 JUDGE STEINBERG: It could be McDonald's hires  
3 employees.

4 MR. DE JESUS: Okay.

5 JUDGE STEINBERG: Okay, let's be more specific,  
6 please.

7 BY MR. DE JESUS:

8 Q Okay. Does Alee have any employees in New Mexico?

9 A No, sir.

10 Q Now, who ordinarily would pay the transmitter  
11 electric bill, who would pay that?

12 A Altell.

13 Q Altell.

14 And the taxes on real property, who would pay  
15 that?

16 A Oh, I don't know.

17 Q Okay. Now in terms of -- how is it that Alee --  
18 who collects the money when customers pay for services  
19 render?

20 A They pay Altell.

21 Q Altell.

22 A Yeah.

23 Q And how is it the money winds up in Alee's  
24 possession eventually?

25 A Specifically, I couldn't tell you.

1 Q Do you know if Alee has any customers or  
2 subscribers?

3 A Oh, no. No, no.

4 Q Okay. So it would be safe to say that it's Altell  
5 that has the subscribers and customers?

6 MR. HILL: I object. That's an assumption that  
7 the record does not support.

8 JUDGE STEINBERG: Sustained.

9 BY MR. DE JESUS:

10 Q Okay, now what role does Alee play in relation to  
11 Altell? How does Alee exercise its authority?

12 A Exercise its authority, I don't --

13 Q Well, who is in charge?

14 A Who is in charge of what?

15 Q Who is in charge of New Mexico 3?

16 A That's Alee. That is our cell site. That is our  
17 RSA. We are ultimately responsible.

18 Q So when I asked you earlier how it exercises its  
19 authority, then my question again is. how does Alee exercise  
20 its authority over Altell?

21 A Exercise its authority. I don't understand the  
22 question. Exercise our authority.

23 Q Does Alee direct Altell in any way as to how to  
24 run the site?

25 A I don't know.

1           Q     Now just going back to the option agreement, the  
2     five percent that's mentioned in the option agreement, what  
3     is that five percent of? What do you understand the option  
4     agreement to be?

5           A     The five percent equity stake, I believe is how it  
6     was termed.

7           Q     What do you mean by that? An ownership interest?

8           A     I don't know the term. I don't know if it would  
9     be ownership. I don't know.

10          Q     What do you understand by equity stake?

11          A     Equity stake. I don't know. I will leave that up  
12     to the attorneys to define.

13          Q     Okay, can you look at it since you have the option  
14     agreement with you? And take your time, sir.

15                JUDGE STEINBERG: Let me just ask, if they -- they  
16     meaning Altell, or this is with Metro Mobile. And I think  
17     the witness's testimony was this option is no longer in  
18     effect because Metro Mobil is no longer managing New Mexico.  
19     That was testimony.

20                MS. LANCASTER: His testimony was the management  
21     agreement is no longer in effect.

22                JUDGE STEINBERG: No, no, I've got this under the  
23     option. That's my notes. Subject to check in the  
24     transcript. Well, I can ask you.

25                Do you think this option agreement is in effect

1 any longer?

2 THE WITNESS: No, I do not.

3 JUDGE STEINBERG: Why not?

4 THE WITNESS: Because it's with a partner or a  
5 manager which we no longer do business.

6 JUDGE STEINBERG: Okay, now, look at that option  
7 agreement, Metro Mobile.

8 THE WITNESS: Yes.

9 JUDGE STEINBERG: Yes, the one you have in your  
10 hand. If Metro Mobil said we want five percent equity, in  
11 your mind would that decrease your interest in Alee? Would  
12 part of that five percent come from you, from your ownership  
13 interest in your own mind?

14 THE WITNESS: In my own mind, I don't know. I do  
15 not know how they would have -- Alee worked it out. It  
16 would be logical to assume that.

17 JUDGE STEINBERG: Okay, but you don't know.

18 THE WITNESS: That it would come out from each of  
19 us, but I can't -- I can't speculate as to how that would be  
20 handled.

21 JUDGE STEINBERG: Okay. Was that your question?

22 MR. DE JESUS: Well --

23 JUDGE STEINBERG: Not really.

24 MR. DE JESUS: -- I withdraw the question, Your  
25 Honor.

1 I have just a few wrap-up questions.

2 BY MR. DE JESUS:

- 3 Q What do you do differently now to ensure that you  
4 don't get your -- Alee doesn't get itself into the kind of  
5 problems it's gotten itself into in the past?

6 A We now take full ownership of our FCC dealings.  
7 And when I say "we", I mean our executive committee via our  
8 own attorneys who we have retained, and we have taken  
9 ownership of it. We aren't relying on outside management.

10 Q Okay, let me ask another question.

11 During the course of my inquiries, I have asked  
12 you if you have had occasion to look at documents that have  
13 been sent to you.

14 And how much paperwork do you get from the  
15 executive committee? How much information **do** you get from  
16 the executive committee?

17 A Periodic correspondence.

18 Q What's the nature of the correspondence other than  
19 checks you may get periodically?

20 A It's generally memos on Alee letterhead, and it  
21 will generally include either correspondence from our  
22 attorneys and/or correspondence from the FCC.

23 Q Okay, and give me an example of some of the  
24 correspondence you have gotten.

25 A Well, recently, it was our revocation of our

1 license. That one just comes -- comes to mind because it  
2 was --

3 Q And were you required to do anything with regards  
4 that revocation?

5 A Not at that time.

6 Q Let me ask you, when you first started out did you  
7 have full confidence in Franklin and Mr. Kane?

8 A They were strangers to me. I didn't know them  
9 from a hole in the wall. So I didn't answer your question,  
10 did I?

11 Q Oh, you did answer.

12 A Did I have confidence in them?

13 Naively **so**, yes, I did.

14 Q When was it that you started to change your  
15 opinion on that?

16 A Once I started to see a pattern of shall I say  
17 stonewalling where we were told, for example, it's been  
18 taken care of; you know, that kind of broad terms.

19 Q When was that?

20 A I'll say in 1999, 1999.

21 Q Okay. '99 would be --

22 A I'm sorry. '89. I'm sorry. I apologize.

23 Q Isn't it true that the same executive committee  
24 was in place then that's in place now in '89?

25 A No, I don't think so. Let's see. Am I allowed to



1 think again? I don't know. I'm going to say no, it wasn't.

2 Q Let me just wrap up with a few more questions.

3 Have you agreed with the bulk of the items  
4 recommended by the -- have you agreed with everything the  
5 executive committee has recommended to you?

6 A From when to when?

7 Q Since the new executive committee took over.

8 A Have I agreed with everything?

9 Q Yes.

10 A I don't recall.

11 Q Have you voted with the executive committee's  
12 recommendations?

13 A I can't say for certain that I have every time.

14 Q **Is** there an instance where you remember voting  
15 against a recommendation by the executive committee?

16 A Nothing is coming to mind.

17 Q Okay. **So** you don't recall an instance where you  
18 disagreed with the executive committee?

19 MR. HILL: Well, that's not --

20 JUDGE STEINBERG: That's a mischaracterization.

21 MR. DE JESUS: Okay.

22 BY MR. DE JESUS:

23 Q You don't agree -- there has never been an  
24 instance in which you voted against a recommendation from  
25 the executive committee as far as you recall?